

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
COLLEGE OF THE DESERT FACULTY ASSOCIATION  
AND DESERT COMMUNITY COLLEGE DISTRICT**

**December 13, 2021**

This Memorandum of Understanding (“MOU”) is entered into by and between the College of the Desert Faculty Association (hereinafter referred to as "CODFA") and the Desert Community College District (hereinafter referred to as "District") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”).

In response to the on-going COVID-19 pandemic, the Desert Community College District will continue to comply with the Riverside County Department of Public Health and Cal/OSHA requirements. The District plans to increase access to its campuses by opening all entrances, scaling back checkpoints, and eliminating the use of a symptom reporting application called “SWAY” for students.

The purpose of this Memorandum of Understanding is to negotiate per EERA, the effects of these actions by the District on unit members’ wages, hours, and working conditions. This MOU takes effect January 1, 2022 and sunsets June 30, 2022.

This MOU between the Parties is not intended to permanently change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

**TERMS**

1. For spring 2022, DE certification will be automatically waived for first semester of the unit members’ employment. For all other unit members, compliance with the DE certification will not impact contractual assignments, including overload.
2. It is understood that the District may assign unit members to teach at COD Campus locations in spring 2022. The District will adhere to the guidance provided by appropriate agencies, and ensure all remote sites and campus locations adhere to a requirement of the local public health official with regard to all safety protocols related to COVID-19.
  - a. Instructors who provide additional time accommodating students with COVID related absences will be compensated for the time at the negotiated overload lab rate, upon approval from the dean.
  - b. The District will provide Cal OSHA recommended masks at no charge to unit members when unit members request a mask and are assigned to work on-campus.
  - c. The District will provide additional personal protective equipment as needed by department such as: but not limited to, plexiglass dividers, hand sanitizer and disinfectant wipes.
  - d. Unit members who are teaching face to face will have the option of conducting their office hours remotely.
  - e. Unit members will have the option to attend all college meetings remotely,

whenever possible.

- f. In order to protect the safety of unit members and students, social distancing of three feet will be maintained in Student Services buildings.
3. District will ensure ventilation systems operate properly and provide acceptable indoor air quality for the current occupancy level for each space as recommended by Cal OSHA. For unit members interacting with students and working in office spaces at all COD Campus locations where district adopted six feet of social distancing standard is not possible the District will allow unit members to interact with students virtually and provide PPE as requested by the unit member. Administration will work with individual faculty to assess and remediate concerns on a case-by-case basis.
4. For on-campus courses, unit members will be compensated for additional hours of classes, either load or overload, as listed in the course outline of record. For example, if for health and safety reasons, the District chooses to divide a course into smaller courses, the unit member will be compensated for each additional course.
5. Contact Tracing: if unit members are required to use tracking devices, none of the information gathered may be used for disciplinary action.
6. All health and safety protocols established by Cal OSHA and other applicable agencies, will be followed by both the District and unit members.
7. All protocols defined in the College of the Desert Return to Campus Plan, or any applicable subsequent College of the Desert plans will adhere to Cal OSHA and other applicable agencies requirements. Any modifications and revisions of the of applicable documents that impact unit members working conditions will go through a committee with CODFA representation.
8. The District shall consult with all unit members before assigning any unit member to serve in a face to face modality.
9. For the safety of all unit members working on campus as outlined in AP 3950, the District shall verify the vaccination status of all unit members and students enrolled in face to face courses before the start of the spring semester 2022. A unit member who is working face to face and is unvaccinated, shall be granted the opportunity to receive an exemption prior to the start of the spring 2022 semester.
  - a. If a unit member or student has a verified vaccination exemption, the District shall monitor weekly test results for all unvaccinated unit members and students who are coming onto campus.
  - b. All unit members or students with exemptions who are coming onto campus will be required to show weekly proof of a negative COVID-19 test to the District.
  - c. Instructional faculty shall have the right to maintain a safe learning environment in the classroom as outlined in AP 3050.
  - d. Unit members who are unable to meet their contractual class or work load of 30 SIU for the academic year will be given the opportunity to use load balancing

per Article 12.7 of the 2020-2023 collective bargaining agreement.

10. In recognition of the time and effort involved to complete the online certification course and in recognition of the importance of quality online education delivery; unit members who choose to participate in the online certification course over the spring 2022 will receive either:
  - a. \$64 per hour for participation approved DE Certification Training; Capstone course 3 hours;
  - b. FLEX credit for the 2021-2022 academic year.
11. Unit members who are District approved remote learning trainers will be paid their lecture rate for District-approved activities to facilitate migration to online instruction during the life of this MOU.
12. Any COVID-19 required training longer than one hour in total will be submitted to the Faculty Development Committee for consideration of FLEX credit or compensated at the overload lab rate(\$64/hour).
13. As of July 28, 2021, all unit member's fobs have been reactivated for campus access. All unit members will need to continue to follow campus access protocols through the end of spring 2022. Changes in campus access protocols will be communicated to unit members in a timely manner.
14. Unit members who do not have access to the technology tools to provide online/remote education will work from their designated work location on campus.
15. As 2021-2022 classes continue, all state, county, and city public health requirements and recommendations will be followed.
16. The District will allow a unit member that is excluded from being on campus due to District COVID-19 Protocols and/or County of Riverside guidelines, and is well enough, to work remotely without loss of pay or accumulated leave.
17. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
18. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
19. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
20. Execution: The Agreement may be executed in several counterparts and shall be deemed

legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

For the District

Mark J. Zacovic  
Mark J. Zacovic (Dec 15, 2021 13:24 PST)

Date: Dec 15, 2021

For the Association:

Oceana Collins  
Oceana Collins (Dec 15, 2021 12:29 PST)

Date: Dec 15, 2021